

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

BELLSOUTH

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2005 MAY -4 AM 10:06

T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel
615 214 6301
Fax 615 214 7406

May 3, 2005

VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

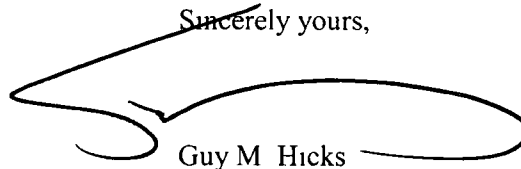
Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Cellco Partnership d/b/a Verizon Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00129

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Cellco Partnership d/b/a Verizon Wireless and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 15, 2002. The Amendment incorporates the Special Services Arrangement for Cross Connects to the Agreement.

Thank you for your attention to this matter

Sincerely yours,



Guy M. Hicks

cc Director – Wireline Interconnection, Verizon Wireless
Director of Regulatory, Interconnection, Verizon Wireless

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Cellco Partnership d/b/a Verizon Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated July 15, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Verizon Wireless and BellSouth state the following:

1. Verizon Wireless and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Verizon Wireless.

2. The parties have recently negotiated an Amendment to the Agreement which incorporates the Special Services Arrangement for Cross Connects into the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3 Pursuant to Section 252(e) of the Telecommunications Act of 1996, Verizon Wireless and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Verizon Wireless within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Verizon Wireless and BellSouth aver that the Amendment is consistent with the standards for approval.

Verizon Wireless and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 30 day of May, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

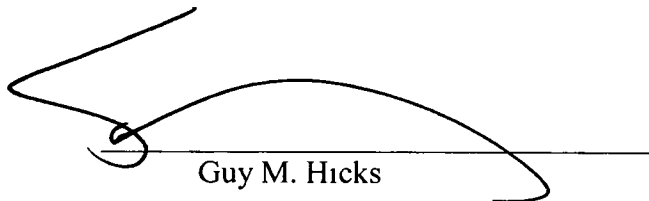
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 31 day of May, 2005.

Verizon Wireless
Attn: Director – Wireline Interconnection
One Verizon Place
Alpharetta, GA 30004

Verizon Wireless
Attn: Director of Regulatory, Interconnection
Suite 400
1300 I Street, NW
Washington, D.C. 20005



Guy M. Hicks

**Second Amendment to
Interconnection Agreement between
Cellco Partnership d/b/a Verizon Wireless and
BellSouth Telecommunications, Inc.
Dated July 15, 2002**

Pursuant to this Amendment, (the "Amendment"), Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated July 15, 2002 ("Agreement") to be effective the date of the last signature executing the Amendment.

WHEREAS, the Parties have entered into a Special Service Arrangement whereby Verizon Wireless will purchase BellSouth tariffed services pursuant to a Special Service Arrangement Agreement effective April 9, 2004;

WHEREAS, the Parties desire to amend the Interconnection Agreement to incorporate Special Service Arrangement Agreements for the state of Tennessee as an attachment to the Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon Wireless and BellSouth hereby covenant and agree to the following:

1. The existing Interconnection Agreement is hereby amended to add Attachment C to the Interconnection Agreement to incorporate the Special Service Arrangement Agreements listed below:

Case Number TN02-A012-04
Case Number TN04-4573-00
Case Number TN04-9188-00

2. All other provisions of the Interconnection Agreement, effective July 15, 2002, and subsequent Amendments shall remain in full force and effect

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: 

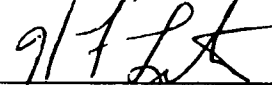
Name: Randy Ham

Title: Assistant Director -
Wireless Interconnection

Date: 6-3-05

Cellco Partnership d/b/a Verizon
Wireless

Anderson Cellular Telephone Company d/b/a Verizon
Wireless
By Cellco Partnership, its General Partner
Athens Cellular, Inc. d/b/a Verizon Wireless
Bell Atlantic Mobile of Asheville, Inc d/b/a Verizon
Wireless
Dallas MTA, LP d/b/a Verizon Wireless
By Verizon Wireless Texas, LLC, its General Partner
Fayetteville Cellular Telephone Company Limited
Partnership d/b/a Verizon Wireless
By Cellco Partnership, its General Partner
Gadsden CellTelCo Partnership d/b/a Verizon Wireless
By Cellco Partnership, its General Partner
GTE MoblInet of Florence, Alabama Incorporated d/b/a
Verizon Wireless
GTE Wireless of the Midwest Incorporated d/b/a Verizon
Wireless
Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
By Cellco Partnership, its General Partner
NC-2 LLC d/b/a Verizon Wireless
By Cellco Partnership, its Sole Member
New Par d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, its General Partner
San Antonio MTA, L.P. d/b/a Verizon Wireless
By Verizon Wireless Texas, LLC, its General Partner
Southwestco Wireless LP d/b/a Verizon Wireless
By Southwestco Wireless, Inc., its Managing Partner
Tuscaloosa Cellular Partnership d/b/a Verizon Wireless
By Cellco Partnership, its General Partner
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Verizon Wireless of the East LP
By Verizon Wireless of Georgia, its General Partner
By Cellco Partnership, its Sole Member
Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless
Verizon Wireless Tennessee Partnership d/b/a Verizon
Wireless
By Cellco Partnership, its General Partner

By: 

Name: **HANS F. LEUTENEGGER**
AREA VICE PRESIDENT
NETWORK, SOUTH AREA

Title: _____

Date: 2/25/05

Amend Add TN SSAs

SPECIAL SERVICE ARRANGEMENT AGREEMENT

Case Number TN02-A012-03⁰⁴

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and CELLCO PARTNERSHIP DBA VERIZON WIRELESS ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions hereinafter, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

Page 1 of 7

Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-AD12-03

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
1960 W Exchange Pl
Tucker, GA 30084

Subscriber
CELLCO PARTNERSHIP DBA VERIZON WIRELESS
3100 WEST END AV SUITE 1100
NASHVILLE, TN 37203

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7

Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-A012-03

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-A017-03
Option 1 of 1

Offer Expiration. This offer shall expire on: 9/1/2002.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Celco Partnership dba Verizon Wireless to Interstate Fibernet (IFN) collocation space for DS3 service allowing connectivity from a BellSouth provided SMARTRing® (Self-Healing Multi-Modal Alternate Route Topology Ring) service to an IFN provisioned service.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

CELCO PARTNERSHIP DBA VERIZON WIRELESS

By: John L Moss
Authorized Signature

Printed Name: John L Moss

Title: Manager - Equipment

Date: 6-28-02

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: Elena Rodriguez
Authorized Signature

Printed Name: Elena Rodriguez

Title: Assistant Vice President

Date: 8-28-02

PRIVATE/PROPRIETARY

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Page 4 of 7

Customer Initials _____

Date _____

SPECIAL SERVICE ARRANGEMENT**AGREEMENT**

Case Number TN02-A012-01

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$438.00	\$0.00	WQGVF
2. Physical Collocation DS3 Cross-Connect DS-3 Circuit, Connection to DSX, - Per circuit (Like USOC: PE1P3)	\$300.00	\$10.00	WQGVF

PRIVATE/PROPRIETARY

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Page 6 of 7

Customer Initials _____

Date _____

NO. 772 P005/007

08/23/02 15:15

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-A012-03
Option 1 of 1

RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

This Special Service Arrangement must be approved by the Tennessee Regulatory Authority (TRA)

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 6 of 7

Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-A012-03

Option 1 of 1

Attachment 1

1. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.
 2. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 1 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$0.00. In any event, the estimated termination liability charge will not exceed this amount.
- Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 1 above and based on information available at the time of termination.
3. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANY EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 7

Customer Initials _____

Date _____

ND. 772 P007/007

08/29/02 15:20

ATTACHMENT C

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN'04-4571-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Celco Partnership DBA Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN04-4573-00

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2872 Woodcock Blvd Ste 300
Chamblee, GA 30341

Subscriber

Celco Partnership DBA Verizon Wireless
300 M.L.King Blvd
Chattanooga, TN 37403

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE
INITIALS/UNIT COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TT:04-4573-00

any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TP:04-4573-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 8/1/2004.

Estimated service interval following acceptance date: Negotiable weeks.

Service description.

This Special Service Arrangement provides physical cross connect(s) from Verizon Wireless to KDL's physical collocation space for DS1 service allowing connectivity from a BellSouth provisioned service to KDL.

Verizon Wireless is connecting to KDL's collocation space in the CHTGTNNS Central Office located at Ninth Street, Chattanooga, Tennessee.

This Agreement is on a month to month basis with a minimum service period of three (3) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials 

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

Page 4 of 8

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-4573-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Cellco Partnership DBA Verizon Wireless

By: John L Moss

Authorized Signature

Printed Name: John L MossTitle: Manager - FacilitiesDate: 4/6/04

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: John J. Goode

Authorized Signature

Printed Name: John J. GoodeTitle: Sales DirectorDate: April 9, 2004

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-4573-00
Option 1 of 1

If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, the Subscriber shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-4573-00
Option 1 of 1**RATES AND CHARGES**

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1 DS1 Cross-Connect for Physical Collocation DS-1 Circuit, Connection to DSX, - Per Collocation, Per circuit	\$155.00	\$8.00	WGG9M
2 Contract Preparation Charge	\$407.00	\$0.00	

PRIVATE/PROPRIETARYCONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-4573-00
Option 1 of 1**RATES AND CHARGES****NOTES:**

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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SPECIAL SERVICE ARRANGEMENT AGREEMENT

Case Number TN04-9188-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Celco Partnership DBA Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B3 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

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SPECIAL SERVICE ARRANGEMENT AGREEMENT

Case Number TN04-9188-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2872 Woodcock Blvd, Suite 300
Atlanta, GA 30341

Subscriber

Celco Partnership DBA Verizon Wireless
185 2nd Ave
Nashville, TN 37210

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN04-9188-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-9188-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/8/2004.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Celco Partnership DBA Verizon Wireless to KDL's collocation space for DS3 service allowing connectivity from a BellSouth provisioned service to KDL.

Celco Partnership DBA Verizon Wireless is physically cross connecting to KDL in the Nashville Main and Toll (NSVLTNMT) Central Office.

The rates contained in this Agreement are on a "per site" basis, meaning a rate structure of first and additional for each cross-connect that Celco Partnership DBA Verizon Wireless makes to KDL's collocation site in this central office. If Celco Partnership DBA Verizon Wireless has an existing (first) cross-connect to KDL's collocation space in this central office, the "additional" cross-connect rates in this Agreement will apply.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials j/r

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-9188-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Cellico Partnership DBA Verizon WirelessBy: John Moss

Authorized Signature

Printed Name: John MossTitle: Manager - FacilitiesDate: 7/9/04

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: Chuck Whitaker

Authorized Signature

Printed Name: Chuck WhitakerTitle: Systems ManagerDate: 7-27-04

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-9188-00
Option 1 of 1

If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, the Subscriber shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9 A 4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>)

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-9188-00
Option 1 of 1**RATES AND CHARGES**

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. DS3 Cross-Connect for Physical Collocation DS-3 Circuit, Connection to DSX, • Per Collocation, Per circuit	\$300.00	\$27.83	WBBO5
2 Contract Preparation Charge	\$352.00	\$.00	

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**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number TN04-9188-00
Option 1 of 1**RATES AND CHARGES****NOTES:**

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

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END OF ARRANGEMENT AGREEMENT OPTION 1

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